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U.S. Department of Commerce
Patent and Trademark Office
PATENT

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment Security Agreement
- License Change of Name
- Merger Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

- Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number ²⁸

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="5,891,260"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark Aronowitz
Name of Person Signing

MARK ARONOWITZ
Signature

12/22/99
Date

ASSIGNMENT

WHEREAS: THE BENHAM GROUP, INC. a corporation having a place of business at 9400 N. Broadway, Oklahoma City, Oklahoma 73114 (hereinafter referred to ASSIGNOR), owns:

United States Patent Number 5,891,260 entitled
"PRODUCT RECOVERY SYSTEM" issued April 6, 1999

and

European Patent Application Serial No. 98904847.5
filed (effective) February 2, 1998, also identified as PCT/US98/01979,
International Publication No. WO98/34060 entitled
"PRODUCT RECOVERY SYSTEM"

by Assignment recorded in the United States Patent and Trademark Office, (hereinafter referred to as "patents");

WHEREAS: INLINE SERVICES, INC., a Texas corporation having a place of business at P.O. Box 40877, Houston, Texas 77240-0877, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in and to said patent and patent application;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said patents, including any continuations or divisional patent applications relating to the subject patent and; including the right to sue and collect damages for past infringements of said patents;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers,

instruments or affidavits required to enforce said patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

October 7th, 1999
Date

Donald L. Wickens

THE BENHAM GROUP, INC.
By: Donald L. Wickens, President

VERIFICATION

STATE OF OKLAHOMA)
) §§
COUNTY OF OKLAHOMA)

I, Donald L. Wickens, being first duly sworn upon oath, state that I am President of the Assignor, THE BENHAM GROUP, INC., named herein, and that I am authorized to act on its behalf. I have read the foregoing Assignment and verify that the statements made therein are true and correct to the best of my knowledge, information and belief.

October 7th, 1999
Date

Donald L. Wickens

Donald L. Wickens, President
THE BENHAM GROUP, INC.

Subscribed and sworn to before me, a Notary Public, on this the 7th day of

October, 1999.

Donna M. Cantrell

Notary Public

February 15, 2000

My commission expires



Handwritten mark

SECURITY AGREEMENT

Ed This Security Agreement (this "Security Agreement") dated as of ~~October~~ ^{November} 30, 1999, is between INLINE SERVICES, INC., a Texas corporation, whose address is P.O. Box 40877, Houston, Texas, 77240-0877, ("herein called the "Debtor") and STERLING BANK whose address is 2201 Mangum, Houston, Texas 77092 (herein called the "Lender").

PRELIMINARY STATEMENT

The Lender and Debtor have entered into a Credit Loan Agreement dated this date (said Credit Loan Agreement as may be hereinafter amended or modified from time to time, the "Credit Agreement") pursuant to which the Lender did commit to make available to the Debtor a Loan in the amount of \$40,000.00 (herein called the ("Loan")) evidenced by a promissory note of even date herewith in the principal amount of \$40,000.00 and bearing interest and maturing as provided therein (herein called the "Note"). It is a condition precedent to the obligation of the Lender to make the loan to Debtor that the Debtor shall have granted the Security Interest contemplated by this Security Agreement.

NOW THEREFORE, in consideration of the premises and in order to induce the Lender to make the Loan to Debtor under the Credit Agreement, the Debtor hereby agrees as follows:

SECTION 1. Defined Terms.

(a) Each capitalized term used herein and not otherwise defined shall have the meaning for such term in the Credit Agreement.

(b) The term "UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Texas; provided that if by mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests granted pursuant to Section 2 hereof, as well as other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Security Agreement, in any Collateral is governed by the UCC as in effect in such other jurisdiction other than Texas, "UCC" means the UCC as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

SECTION 2. Grant of Security. The Debtor hereby grants to the Lender, a security interest in, all of the Debtor's right, title and interest in and to the following whether presently held or hereafter acquired (the "Collateral"):

(a) All letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including all national and multinational statutory invention registrations, patents (including letters patent; patent registrations and patent applications and any other patents which may issue on such application) and each patent and patent application listed on Schedule I hereto and including all reissues, continuations or extensions thereof and all rights therein provided by law, multinational treaties or conventions (the "Patents"); and

(b) All trademarks, trade names, service marks, trade dress, logos, including all of good will associated therewith, whether or not associated therewith, whether or not registered, all registrations and recordings thereof and all applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country throughout the world or any political subdivision thereof, including those listed on Schedule II hereto and including any reissues, extensions or renewals thereof, and all written agreements granting any right to use any trademark or trademark registration and all rights therein provided by multinational treaties or conventions (the "Trademarks"); and

(c) All products and proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty, payable by reason or damage to or otherwise with respect to any of the foregoing Collateral.

The inclusion of proceeds in this Security Agreement does not authorize the Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized hereby.

SECTION 3. Security for Obligations. This Security Agreement secures the prompt and complete (a) payment of all Obligations of the Debtor to the Lender now or hereafter existing under the Note, the Credit Agreement and the other Loan Documents and (b) performance and observance of all covenants and conditions contained in the Credit Agreement, this Security Agreement and any other Loan Document, and in any case whether for principal, interest, fees, expenses or otherwise (all such Obligations, covenants and conditions described in the foregoing clauses (a) and (b) being hereinafter collectively referred to as the (Secured Obligations)).

SECTION 4. Debtor Remains Liable. Anything herein to the contract notwithstanding, (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein (and subject to any defenses thereto) to perform all of its duties and obligations thereunder to the same

extent as if this Security Agreement had not been executed, (b) the exercised by the Lender of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) nor shall the Lender have any obligation or liability under the contracts and agreements included in the Collateral solely by reason of this Security Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder in each case, solely by reason of this Security Agreement.

SECTION 5. Representations and Warranties. The Debtor represents and warrants as follows:

(a) The Debtor owns the Collateral free and clear of any Lien, except for Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except for protective filings under true leases, filings made in connection with the Credit Agreement and such as may have been filed in favor of the Lender for the benefit of the Lenders relating to this Security Agreement.

(b) This Security Agreement has been duly executed and delivered by the Debtor. Upon filing of financing statements in the locations requested by the Secured Party ("Lender") and the filing of this Security Agreement in the United States Patent and Trademark Office, if required by Lender, the security interests granted herein shall constitute valid and perfected security interests in the Collateral, subject only to Permitted Liens, to the extent such security interests can be perfected by such filings pursuant to the UCC and applicable U.S. trademark and patent laws.

(c) No consent of, or notice to, any other Persons and no authorizations, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by the Debtor of the Lien granted hereby or for the execution, delivery or performance of this Security Agreement by the Debtor or (ii) for the perfection of the rights and remedies hereunder, other than the filing of financing statements and this Security Agreement as provided in (b) above.

SECTION 6. Further Assurances. (a) The Debtor agrees that from to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action (including any filings with the United States Patent and Trademark Office that the Lender may request as being necessary or desirable), in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the

generality of the foregoing, the Debtor will: execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices as the Lender may request as being necessary or desirable in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) The Debtor hereby authorizes the Lender to file one or more financing statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Debtor, in each case were permitted by law. A carbon, photographic or other reproduction of any financing statement executed by the Debtor covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Debtor will furnish to the Lender from time to time statements and schedules further identifying and describing and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.

(d) The Debtor will promptly notify the Lender of any change of its name, corporate structure, federal employer identification number or the address of its principal place of business or chief executive office where its books and records are maintained.

(e) The Debtor shall keep its principal place of business and chief executive office and the office where it keeps its records concerning the Collateral, 9820 A Whithorn Dr., Houston, Texas 77095, upon 30 days' prior written notice (or such other notice acceptable to the Lender) to the Lender at such other locations in a jurisdiction where all action required by Section 6 shall have been taken with respect to the Collateral. The Debtor will hold and preserve such records and will upon reasonable notice permit representatives of the Lender at any time during normal business hours to inspect and make abstracts from such records.

SECTION 7. Insurance. The Debtor shall, at its own expense, maintain insurance as required by the Credit Agreement.

SECTION 8. Transfers and Other Liens. The Debtor shall not: (a) sell, assign (by agreement, operation of law or otherwise) or otherwise dispose of the Collateral (other than in the ordinary course of business or as permitted by the Credit Agreement) or (b) create or suffer to exist any Lien or with respect to any of the Collateral, except for permitted liens.

SECTION 9. Agent Appointed by Attorney-in-Fact. The Debtor hereby irrevocably appoints the Lender for the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, from time to time during the existence of any Event of Default in the Lender's sole discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this

Security Agreement, including:

(a) to obtain insurance required to be paid pursuant to Section 7 herein.

(b) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral.

(c) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above.

(d) to file any claims or take any action or institute any proceedings which the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender for the benefit of the Lender with respect to any of the Collateral, and

(e) to sell, transfer, assign, or otherwise deal in or with the Collateral or the proceeds or avails therefor as provided herein and subject to the applicable law, as fully and effectually as if the Lender were the absolute owner thereof provided, that the Lender shall give the Debtor not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Debtor agrees that such notice constitutes "reasonable notification" within the meaning of section 9.504(c) of the UCC.

SECTION 10. Lender May Perform. If the Debtor fails to perform any agreement contained herein, the Lender may itself, during the existence of an Event of Default, perform, or cause performance of, such agreement, and the expenses of the Lender incurred in connection therewith shall be payable by such Debtor.

SECTION 11. The Lender's Duties. The powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any Collateral or as to the taking of necessary steps to preserve the rights against prior parties or any other rights pertaining to the Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral and in its possession if such Collateral is accorded treatment substantially equal to that which the Lender accords its own property, it being understood that the Lender shall not have any responsibility for taking necessary steps to preserve rights against any parties with respect to any Collateral.

SECTION 12. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Lender may exercise in respect to the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and the Lender may also (i) require the Debtor to, and the Debtor hereby agrees that it will at its expense and upon request of the Lender forthwith, assemble all or part of the Collateral as directed by the Lender and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash or on credit, and upon such other terms as may be commercially reasonable. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Debtor of the time and place of any public sale or the time after which any such private sale is to be made shall constitute reasonable notification thereof. The Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash received by the Lender shall be applied pro rata by the Lender against the Obligations, and if no Obligations are outstanding, such cash may be held by the Lender and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may be held by the Lender as collateral for, and/or then or at any time thereafter applied pro rata in whole or in part by the Lender against, all of any part of the Secured Obligations. Any surplus of such cash or cash proceeds to be held by the Lender and remaining after payment in full of all of the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 13. Amendments. No amendment or waiver of any provision of this Security Agreement, nor consent to any departure by the Debtor herefrom, shall in any event be effective unless the same shall be in writing and assigned by the Lender and the Debtor, and then such waiver or consent shall be effective only in the specific purpose for which given.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and addressed to the Debtor at the address at the beginning of this Security Agreement and to any party to the Credit Agreement at the

address provided for such party in the Credit Agreement, or as to any party at such other addresses as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of the Credit Agreement.

SECTION 15. Termination; Reinstatement. (a) The Debtor agrees that this Security Agreement and the Liens granted hereunder shall terminate when, but only when, all Secured Obligations have been fully and finally performed. At any time thereafter upon the Debtor's request the Lender shall promptly reassign and redeliver, including the termination of any financing statements (or cause to be reassigned and redelivered) to the Debtor, or to such Person or Persons as the Debtor shall designate in writing, against receipt, such of the Collateral (if any) as shall not have been sold or otherwise applied by the Lender pursuant to the terms hereof and shall still be held by it hereunder. Any such reassignment shall be without recourse upon, or representation or warranty by, the Lender (other than the Lender has not sold, encumbered or otherwise transferred any interest in the Collateral except as provided in this Security Agreement) and shall be at the sole cost and expense of the Debtor.

(b) This Security Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lender or any other Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Lender upon the filing of any bankruptcy proceeding by or of the Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

SECTION 16. Waiver of Marshalling. All rights of marshalling of assets of the Debtor, including any such right with respect to the Collateral, are hereby waived by the Debtor.

SECTION 17. Limitation by Law. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 18. Separability. Should any clause, sentence, paragraph, subsection or Section of this Security Agreement be judicially declared to be invalid, unenforceable or void, such declaration will not have the effect of invalidating or voiding the remainder of this Security Agreement, and the parties hereto agree

that the party of parts of this Security Agreement so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom by the parties hereto, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

SECTION 19. No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 20. Partial Release of Security Interest. Upon the request of the Debtor in connection with any sale, transfer or other disposition of property or assets permitted hereunder or under the Credit Agreement, so long as no Default or Event of Default has occurred and is continuing, the Lender shall execute and deliver to the Debtor duly exercised releases or partial releases, as applicable, of any security interest it may have in such property or assets, in form and substance reasonably satisfactory to the Lender and the Debtor.

SECTION 21. Continuing Security Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full of the Secured Obligations, (b) be binding upon the Debtor, its successors and assigns and (c) inure to the benefit of the Lender and its respective successors and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or a portion of its interests, rights and obligations under the Note. Upon the payment in full of the Secured Obligations, the Lien granted hereby shall terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination, the Lender will, at the Debtor's expense, promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

SECTION 22. Survival of Representations and Warranties. All representations and warranties contained in this Security Agreement or made in writing by or on behalf of the Debtor in connection herewith are true and correct in all material respects when made or deemed made and shall survive the execution and delivery of this Security Agreement until repayment of the Secured Obligations. Any investigation by the Lender shall not diminish in any respect whatsoever its rights to rely on such representations and warranties.

SECTION 23. Governing Laws; Terms. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of

America, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of Texas.

SECTION 24. Interpretation.

(a) In this Security Agreement, unless a clear contrary intention appears:

- (i) the singular number includes the plural and vice versa;
- (ii) the words "herein, "hereof" and "hereunder" and other words of similar import refer to this Security Agreement as a whole and not to any particular article, section or other subdivision;
- (iii) reference to any person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Security Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually, provided that nothing in this clause (iii) is intended to authorize any assignment not otherwise permitted by this Security Agreement;
- (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and reference to any Note includes any Note issued pursuant hereto in extension or renewal thereof and in substitution or replacement therefor;
- (v) unless the context indicates otherwise, reference to any article, section, schedule or exhibit means such article or section hereof or such schedule or exhibit hereto;
- (vi) the words "including" (any such correlative meaning "include") means including, without limiting the generality of any description preceding such term;
- (vii) with respect to the determination of any period of time, the word "from" means "from and including" and the word "to" means "to but not excluding;" and
- (viii) reference to any law means any such as amended,

modified, codified or reenacted, in whole or in part, and in effect from time to time.

(b) The section headings are for convenience only and shall not affect the construction hereof.

(c) No provision of this Security Agreement shall be interpreted or construed against any person solely because that person or its legal representative drafted such provision.

SECTION 25. Submission to Jurisdiction. (a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS IN HARRIS COUNTY OR THE UNITED STATES FOR THE SOUTHERN DISTRICT OF TEXAS AND, BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, THE DEBTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING, THE DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF THE COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO IT AT ITS ADDRESS PROVIDED IN SECTION 14, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE DEBTOR IN ANY OTHER JURISDICTION.

(b) THE DEBTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS SECURITY AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

SECTION 26. Waiver of Jury Trial. THE DEBTOR AND LENDER HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEMAND ANY RIGHTS HEREUNDER THIS SECURITY AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR ARISING FROM OR RELATING TO ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS SECURITY AGREEMENT, AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH JOINT ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

SECTION 27. Agreement for Binding Arbitration. The parties agree to be bound by the terms and provisions of the Arbitration Agreement and/or Arbitration Program of even date herewith, which is incorporated by reference herein and is acknowledged as received

by the parties pursuant to which any and all disputes (as defined in the Arbitration Program and/or Arbitration Agreement) shall be resolved by mandatory bind arbitration upon the request of any party.

Section 28. Final Agreement of the Parties. THIS SECURITY AGREEMENT (INCLUDING THE SCHEDULES HERETO), THE NOTE, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" AS DEFINED IN SECTION 26.02(A) OF THE TEXAS BUSINESS AND COMMERCE CODE, AND REPRESENT THE FINAL AGREEMENT OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

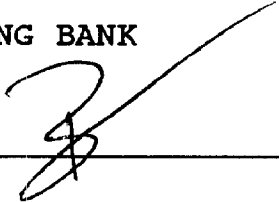
IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its officer duly authorized as of the date first above written.

INLINE SERVICES, INC.,
a Texas corporation

By: 

Title: President

STERLING BANK

By: 

Title: CO

SCHEDULE I

PATENTS

United States Patent Number 5,891,260 entitled "PRODUCT RECOVERY
SYSTEM" issued April 6, 1999.

SCHEDULE II

TRADEMARKS

VIPER, filed in Norway and in the European Community